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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
WEST VALLEY CITY
3600 CONSTITUTION BLVD
WVC UT 84119-3720
BY: DKP, DEPUTY - MA 19 P.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this 22 day of January, 2019, by and between DEV Group, LLC, a Utah limited liability company, (herein "Developer") for the land to be included in or affected by the project located at approximately 3567-3627 South 5600 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns or is under contract to acquire approximately 14.3 acres of real property located at approximately 3567-3627 South 5600 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new multi-use development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A". No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions.** The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibits "B", "C", and "D". The Project shall also comply with all requirements set forth in the minutes of the City Council hearings on this matter.

5. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

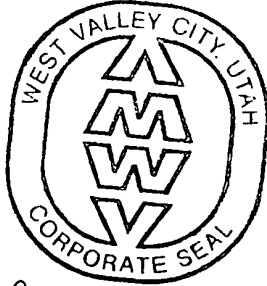
6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights.** This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration, Modification, and Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY



Ron Bigsler
MAYOR

ATTEST:

Nurbale Coma
CITY RECORDER

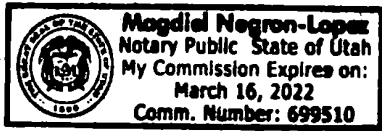
APPROVED AS TO FORM
WVC Attorney's Office
By: BMH
Date: 2/19/19

DEVELOPER

By: [Signature]
Its: Manager

State of Utah
County of Salt Lake :SS

On this 13th day of February, 2019, personally appeared before me Mark Gama, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he or she is the Manager of DEV Group, LLC, a limited liability company, and that said document was signed by him or her in behalf of said limited liability company by authority of its bylaws or a Resolution of its Board of Directors, and he or she acknowledged to me that said limited liability company executed the same.



Magdial Negrón-López
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-36-101-004

BEG S 557.54 FT & E 49.74 FT FR NW COR SEC 36, T 1S, R 2W, SLM; E 263.76 FT; S 69.47 FT; W 263.76 FT; N 69.47 FT TO BEG. 0.42 AC M OR L.

Parcel #: 14-36-101-005

BEG S 627 FT & E 49.74 FT FR NW COR OF SEC 36, T 1S, R 2W, SLM; E 610.26 FT; S 165 FT; W 610.26 FT; N 165 FT TO BEG. 2.31 AC.

Parcel #: 14-36-101-006

BEG S 792 FT & E 49.74 FT FR NW COR SEC 36, T 1S, R 2W, SLM; E 163.26 FT; S 165 FT; W 80 FT; N 60 FT; W 83.26 FT; N 105 FT TO BEG. 0.51 AC M OR L.

Parcel #: 14-36-101-007

BEG S 897 FT & E 49.74 FT FR NW COR SEC 36, T 1S, R 2W, SLM; S 60 FT; E 83.26 FT; N 60 FT; W 83.26 FT TO BEG. 0.11 AC.

Parcel #: 14-36-101-013

BEG 40 RDS E & 40 RDS S OF NW COR SEC 36, T 1S, R 2W, S L M; E 10 RDS; S 40 RDS; W 10 RDS; N 40 RDS TO BEG. 2.5 AC M OR L

Parcel #: 14-36-101-027

COM 825 FT E & 798 FT S OF NW COR SEC 36, T 1S, R 2W, S L M; E 140.25 FT; S 132 FT; W 140.25 FT; N 132 FT TO BEG. 0.42 AC

Parcel #: 14-36-101-038

BEG S 0°12'50" E 1055.5 FT & N 89°59' E 49.74 FT FR NW COR SEC 36, T 1S, R 2W, SLM; N 89°59' E 143.52 FT; S 0°01' E 66.5 FT; S 89°59' W 143.29 FT; N 0°12'50" W 66.5 FT TO BEG. 0.22 AC M OR L.

Parcel #: 14-36-101-040

BEG S 0°12'50" E 957 FT & N 89°59' E 126.34 FT FR NW COR SEC36, T 1S, R 2W, S L M; N 89°59' E 86.67 FT; N 0°01' W 165 FT; N 89°59' E 447.02 FT; S 0°01' E 330.01 FT; S 89° 59' W 466.43 FT; N 0°01' W 66.5 FT; S 89°59' W 67.26 FT; N 0°01' W98.5 FT TO BEG. 3.61 AC M OR L

EXHIBIT A

LEGAL DESCRIPTION (CONTINUED)

Parcel #: 14-36-101-063

BEG N 89°59'10" E 313.50 FT & S 0°12'50" E 40.00 FT & N 89° 59'10" E 218.25 FT FR NW COR SEC 36, T1S, R2W, SLM; N 89°59'10" E 218.25 FT; S 0°12'50" E 320.00 FT; N 89°59'10" E 75.00 FT; S 0°12'50" E 174.00 FT; S 89°59'10" W 10.00 FT; S 0°12'50" E 126.00 FT; S 89°59'10" W 155.00 FT; N 0°12'50" W 33.00 FT; S 89° 59'10" W 346.50 FT; N 0°12'50" W 70.00 FT; N 89°59'10" E 218.25 FT; N 0°12'50" W 517.00 FT TO BEG. LESS & EXCEPT, BEG S 41.80 FT & E 532.08 FT FR NW COR OF SD SEC 36; S 89°48'23" E 292.78 FT; S 00°11'37" W 30.02 FT; W'LY ALG A 1178.50 FT RADIUS CURVE TO L 86.53 FT (CHD S 82°04'05" W); W'LY ALG A 1150.00 FT RADIUS CURVE TO R 205.36 FT (CHD S 85°04'49" W); N 89°48'14" W 2.66 FT; N 00°00'32" W 60.52 FT TO BEG.

Parcel #: 14-36-101-064

BEG 825.00 FT E & 40.00 FT S FR NW COR OF SEC 36, T1S, R2W, SLM; W 75.00 FT; S 320.00 FT; E 75.00 FT; N 320.00 FT TO BEG. LESS & EXCEPT, BEG S 41.80 FT & E 532.08 FT FR NW COR OF SD SEC 36; S 89°48'23" E 292.78 FT; S 00°11'37" W 30.02 FT; W'LY ALG A 1178.50 FT RADIUS CURVE TO L 86.53 FT (CHD S 82°04'05" W); W'LY ALG A 1150.00 FT RADIUS CURVE TO R 205.36 FT (CHD S 85°04'49" W); N 89°48'14" W 2.66 FT; N 00°00'32" W 60.52 FT TO BEG.

EXHIBIT B

DEVELOPMENT STANDARDS

Number of Units

1. The maximum number of townhomes shall be 130. The development shall be platted such that each townhome unit is located on its own lot.

Townhome Sizes

2. The minimum size for the two (2) story units shall be 1,598 finished square feet above grade excluding the garage. The minimum size for the three (3) story units shall be 2,067 finished square feet above grade excluding the garage.

Townhome Architecture

3. Exterior materials for all townhomes shall be brick, stone, fiber cement siding and stucco.
4. All townhome buildings shall be built substantially like the renderings and elevations in Exhibit C. All of the requirements in Chapter 7-11 Part 4 of the Zoning Ordinance (multi-unit residential design standards) shall be met. This means that the proposed townhomes may need to be revised as part of the subdivision approval process to meet the ordinance standards.
5. As shown in the concept plan (Exhibit D), the project shall include at least two (2) different building styles of townhomes – four (4) unit two (2) story and five (5) unit three (3) story. The four (4) unit two (2) story buildings shall be located along the east and south portion of the property as indicated on Exhibit D. All townhomes shall include rear load garages.
6. At least two (2) different exterior color schemes per building style shall be used to provide variety between buildings.
7. All townhomes shall have a 2 car garage.
8. All townhomes shall include 9' ceilings, two-tone paint and solid surface countertops in the kitchens and bathrooms.
9. The minimum roof pitch for the two (2) story units may be reduced to 3.5/12.

Project Amenities

10. Project amenities shall include courtyards between the alley loaded units, a BBQ area, a patio and balcony for each three (3) story unit, a rooftop patio for each three (3) story unit, a front porch for each two (2) story unit, a pavilion, walking paths, a tot lot and a sport court.
11. A 6' tall masonry wall shall be installed along the west and east sides of the property adjacent to the residential. The color and pattern of the masonry wall shall be determined during the subdivision review process.
12. Entry features shall be included at the entrances on 3500 South and 5600 West. The details of the entry features shall be determined during the subdivision review process.

13. At least 410 parking spaces shall be provided.
14. All garages for the two (2) story units along the east portion of the property as indicated on Exhibit D shall include a driveway with a minimum depth of 18'.
15. Upon completion of all of the onsite improvements, the developer shall provide a letter to the City from an independent engineering firm which certifies that all of the onsite improvements are completed as shown on the plans approved by the City. For the purposes of this provision, onsite improvements shall include landscaping; irrigation; private streets; sidewalks; trails; parking; lighting; entrance features; fencing and outdoor recreational amenities such as playground equipment, picnic tables, benches and pavilions.
16. The minimum setback for all two (2) story buildings shall be 20' from the south property line.

Single Unit Dwelling Lots

17. The minimum lot width of the proposed two (2) single unit dwellings lots shown in Exhibit D on 5450 West may be reduced to 66'.
18. The exceptions allowed in Section 7-11-214 shall apply to the proposed two (2) single unit dwelling lots on 5450 West.

Improvements

19. The "L" shaped street shown in Exhibit D that connects 5600 West and 3500 South shall be dedicated to the City and constructed according to Public Works standards as a 54' right-of-way. The landscaping within the parkstrip on both sides of this street shall be maintained by the homeowners association (HOA).
20. To match the same improvements planned by the City and UDOT as part of the Mountain View Corridor improvements, the following improvements shall be installed by the developer along the 5600 West property frontage:
 - a. a 4' wide parkstrip and street trees;
 - b. street lighting meeting City standards; and
 - c. a 6' sidewalk.
21. All existing homes not lived in or deemed uninhabitable shall be demolished within 6 months from the date of the execution of this agreement.

EXHIBIT C
RENDERINGS AND ELEVATIONS

ERIN HILLS ESTATES 5 UNIT

RENDERING IS INTENDED AS A DESIGN CONCEPT AND WILL BE SUBSTANTIALLY SIMILAR TO THE FINISH PRODUCT.
FINAL FINISHES, COLOR AND DESIGN DETAILS WILL BE FINALIZED IN THE CONSTRUCTION DOCUMENTS.





ERIN HILLS ESTATES 5 UNIT

RENDERING IS INTENDED AS A DESIGN CONCEPT AND WILL BE SUBJECT TO THE FINISHING
FINAL FINISHES, COLOR AND DESIGN DETAILS WILL BE FINALIZED IN THE CONSTRUCTION DOCUMENTS



14 EXTERIOR ELEVATION - FRONT
10/11/18



15 EXTERIOR ELEVATION - REAR
10/11/18

PROGRESS
SET

PRINTED DATE
12.11.2018



ERIN HILLS ESTATES
TOWNHOMES - 5 PLEX
5600 W. 3500 S.
West Valley, UTAH

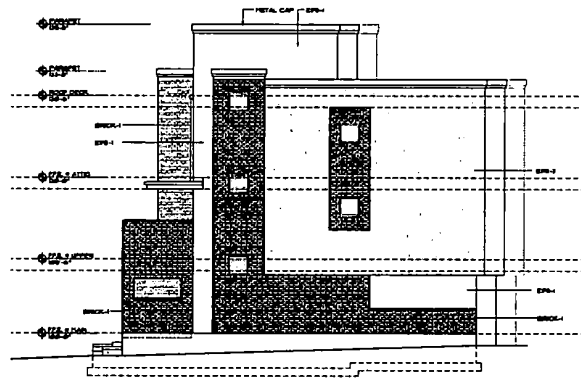
CHRONOLOGY

PROJECT NO
18.158

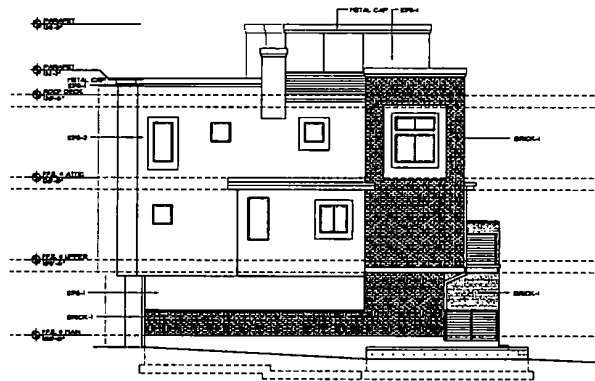
DWN BY/CHK BY
J.D.

TITLE
EXTERIOR
ELEVATIONS

24X36 SHEET #
A201



10 EXTERIOR ELEVATION - REAR
SCALE: 1/8" = 1'-0"



11 EXTERIOR ELEVATION - LEFT
SCALE: 1/8" = 1'-0"

PROGRESS
SET

PRINTED DATE
12.11.2018

LAYTON DAVIS
ARCHITECTS

400 EAST 2000 SOUTH, SUITE 200
PROVO, UT 84601 | WWW.LAYTONDAVISARCHITECTS.COM

ERIN HILLS ESTATES
TOWNHOMES - 5 PLEX

5600 W. 3500 S.
West Valley, UTAH

CHRONOLOGY

PROJECT NO
18.158

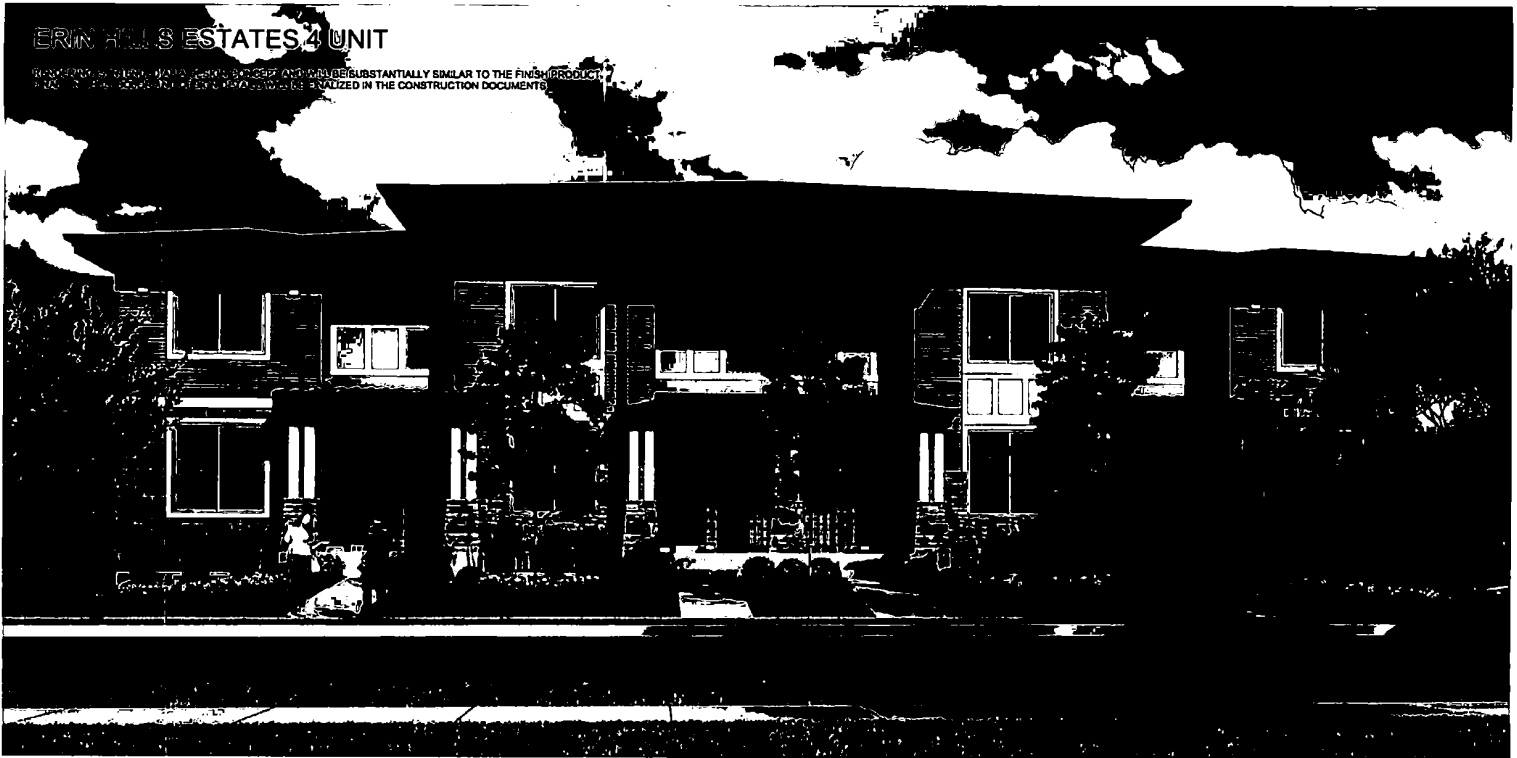
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SD

TITLE
EXTERIOR
ELEVATIONS

24X36 SHEET #
A202

ERIN HILLS ESTATES 4 UNIT

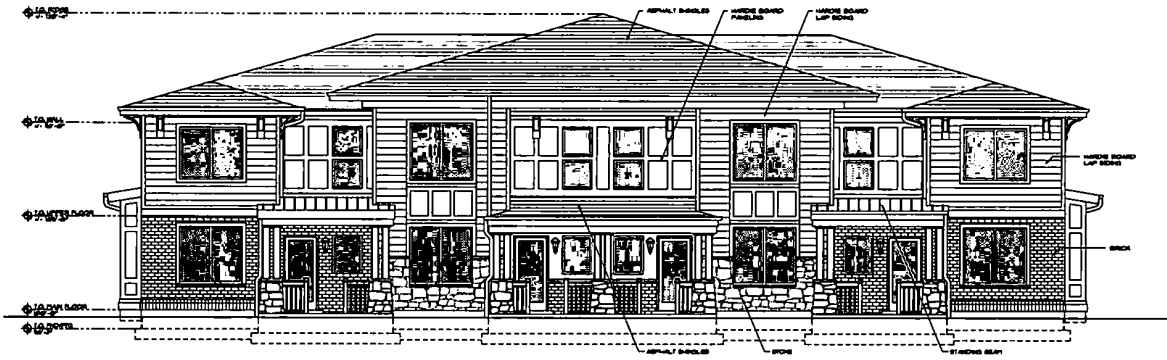
RENDERING IS MEANT TO BE APPROXIMATE AND WILL BE SUBSTANTIALLY SIMILAR TO THE FINISH PRODUCT.
FINISHES, MATERIALS AND COLORS MAY BE REALIZED IN THE CONSTRUCTION DOCUMENTS.



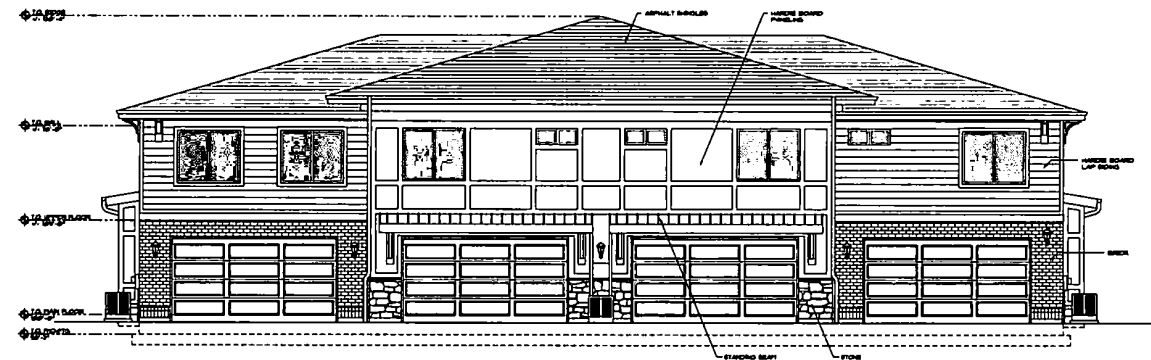
ERIN HILLS ESTATES 4 UNIT

RENDERING INTENDED AS A DESIGN CONCEPT AND WILL BE SUBSTANTIALLY SIMILAR TO THE FINISH PRODUCT.
FINAL FINISHES, COLORS AND DESIGN DETAILS WILL BE FINALIZED IN THE CONSTRUCTION DOCUMENTS.





11-1 EXTERIOR ELEVATION - FRONT
SCALE 1/4" = 1'-0"



11-2 EXTERIOR ELEVATION - REAR
SCALE 1/4" = 1'-0"

PROGRESS SET

PRINTED DATE 12.12.2018



ERIN HILLS ESTATES
TOWNHOMES - 4 PLEX
5600 W. 3500 S.
West Valley, UTAH

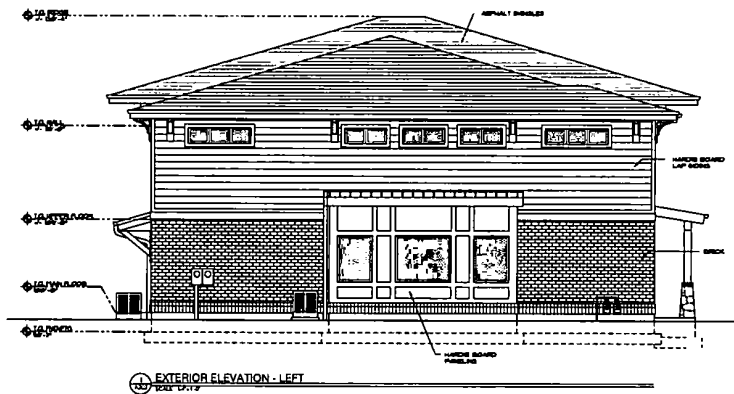
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PROJECT NO 18.169

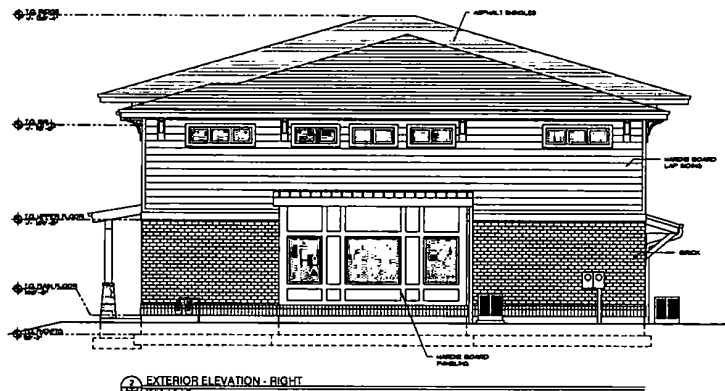
DWN BY: CHK BY: JDS / JLD

TITLE EXTERIOR ELEVATIONS

24X36 SHEET # A201



11 EXTERIOR ELEVATION - LEFT
SCALE 1/4\"/>



12 EXTERIOR ELEVATION - RIGHT
SCALE 1/4\"/>

PROGRESS SET

PRINTED DATE
12.12.2018



ERIN HILLS ESTATES
TOWNHOMES - 4 PLEX
5600 W. 3500 S.
West Valley, UTAH

CHRONOLOGY

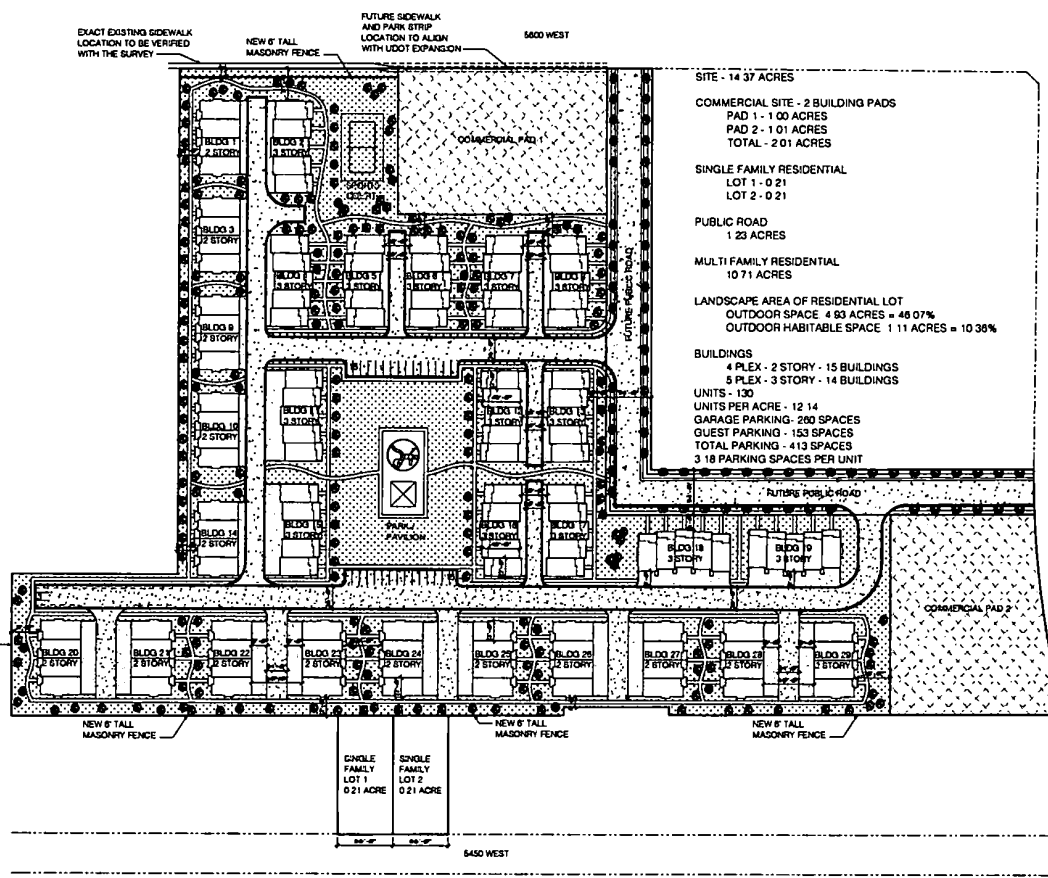
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18.189

DRAWN BY: CHK BY:
BSM/JLD

TITLE
EXTERIOR ELEVATIONS

24X36 SHEET #
A202

EXHIBIT D
CONCEPT PLAN



SITE - 14.37 ACRES

COMMERCIAL SITE - 2 BUILDING PADS
 PAD 1 - 1.00 ACRES
 PAD 2 - 1.01 ACRES
 TOTAL - 2.01 ACRES

SINGLE FAMILY RESIDENTIAL
 LOT 1 - 0.21
 LOT 2 - 0.21

PUBLIC ROAD
 1.23 ACRES

MULTI FAMILY RESIDENTIAL
 10.71 ACRES

LANDSCAPE AREA OF RESIDENTIAL LOT
 OUTDOOR SPACE - 4.93 ACRES = 46.07%
 OUTDOOR HABITABLE SPACE - 1.11 ACRES = 10.36%

BUILDINGS
 4 FLEX - 2 STORY - 15 BUILDINGS
 5 FLEX - 3 STORY - 14 BUILDINGS

UNITS - 130
 UNITS PER ACRE - 12.14
 GARAGE PARKING - 200 SPACES
 GUEST PARKING - 153 SPACES
 TOTAL PARKING - 413 SPACES
 3.18 PARKING SPACES PER UNIT

SINGLE FAMILY LOT 1
 0.21 ACRE

SINGLE FAMILY LOT 2
 0.21 ACRE

ARCHITECTURAL SITE PLAN

PROGRESS SET

PRINTED DATE 01.21.2019

LAYTON DAVIS
 ARCHITECTS
 2000 S 4000 W SUITE 100
 WEST VALLEY, UT 84113
 PHONE: 407.727.1111 WWW.LAYTONDAVISARCHITECTS.COM

ERIN HILLS ESTATES TOWNHOMES

5600 W 3500 S
 West Valley, UT

CHRONOLOGY

PROJECT NO 18.117

OWN BY/CHK BY

TITLE ARCHITECTURAL SITE PLAN

24X36 SHEET # A001